

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1392

Adopted Date October 22, 2024

HIRING LILLIAN KUHN AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Lillian Kuhn, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #14, \$20.86 per hour, under the Warren County Job and Family Services compensation plan, effective October 28, 2024, subject a negative background check, drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Children Services (file)  
L. Kuhn's Personnel file  
OMB – Sue Spencer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1393

Adopted Date October 22, 2024

HIRING NICOLE DOWNING, AS ADMINISTRATIVE SUPPORT, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

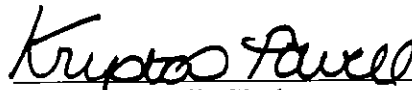
BE IT RESOLVED, to hire Nicole Downing as Administrative Support, within the Warren County Office of Management and Budget, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #10, \$19.13 per hour, effective November 4, 2024, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: N. Downing's Personnel file  
OMB (file)  
OMB – Sue Spencer

# Resolution

Number 24-1394

Adopted Date October 22, 2024

NAMING MICHAEL GLADWELL AS BUILDING OFFICIAL, AND STEVE SCOTT AS BACKUP BUILDING OFFICIAL FOR WARREN COUNTY WITH THE OHIO BOARD OF BUILDING STANDARDS EFFECTIVE OCTOBER 16, 2024

WHEREAS, the State Board of Building Standards requires a county to name a Building Official and backup Building Official pursuant to rule 4101:7-2-01 of the Ohio Administrative Code; and

WHEREAS, Mr. Gladwell and Mr. Scott have been certified by the Ohio Board of Building Standards pursuant to rule 4101:7-3-01 of the Ohio Administrative Code, to execute the duties required for the exercise of enforcement authority, the review and approval of construction documents, and the performance of inspections under the rules of the Ohio Board of Building Standards.

NOW THEREFORE BE IT RESOLVED, to name Michael Gladwell as Building Official, and Steve Scott as Backup Building Official for Warren County with the State Board of Building Standards effective October 16, 2024.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Building & Zoning (file)  
M. Gladwell's Personnel File  
S. Scott's Personnel File  
OMB-Sue Spencer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1395

Adopted Date October 22, 2024

ACCEPTING THE RESIGNATION OF ALDEN PAYZANT, EMPLOYEE OF THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT EFFECTIVE OCTOBER 16, 2024

BE IT RESOLVED, to accept the resignation of Alden Payzant within the Warren County Building and Zoning Department, effective October 16, 2024.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Building and Zoning (file)  
A. Payzant's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

THIS

RESOLUTION #

INADVERTENTLY

OMITTED

# Resolution

Number 24-1397

Adopted Date October 22, 2024

## ESTABLISHING MONTHLY DEPARTMENT HEALTHCARE CHARGEBACK RATES EFFECTIVE JANUARY 1, 2025

WHEREAS, based on a thorough review of the self-insured health insurance program offered to employees, it has been determined that an increase is needed to the department chargeback rates pertaining to the medical/Rx Base and Buy-Up plan as reflected below; and

WHEREAS, such increase that pertains to the Buy-Up will also increase the amount of the employee premium cost share as reflected below; and

WHEREAS, in instances where a married couple both work for Warren County and are separately eligible for coverage under this plan, shared funding rates are also indicated in the chart below; and

WHEREAS, monthly COBRA rates are also indicated in the chart below; and

WHEREAS, for administration purposes the frequency of the monthly department chargeback will occur with the first pay of the month, and the frequency of the monthly cost to employees that elect the Buy-Up plan will be annualized and divided amongst 26 pay periods (this frequency remains unchanged from 2024); and

WHEREAS, it is the desire of the Board of Commissioners to continue the annual employer contribution to HSA or HRA for all eligible employees electing the "Buy-Up" Plan in the amount of \$300 single/\$600 family except for instances where a union contract stipulates otherwise.

BASE	MED/RX FIE	ER MT	DENTAL	VISION	ER TOTAL		
Single Base	634.75	634.75	32.60	6.66	674.01		
EE + Child/ren	1110.82	1110.82	81.51	17.66	1209.99		
EE + Spouse	1428.21	1428.21	81.51	17.66	1527.38		
Family	1904.26	1904.26	81.51	17.66	2003.43		
EE + SP Shared	714.10	714.10	40.76	8.83	763.69		
Family Shared	952.13	952.13	40.76	8.83	1001.72		
BUY-UP	MED/RX FIE	ER MT	DENTAL	VISION	ER TOTAL	EE MT	EE PP
Single	689.16	585.79	32.60	6.66	625.05	103.37	47.71
EE + Child/ren	1206.05	1025.13	81.51	17.66	1124.30	180.92	83.50
EE + Spouse	1550.61	1318.02	81.51	17.66	1417.19	232.60	107.35
Family	2067.49	1757.36	81.51	17.66	1856.53	310.13	143.14
EE + SP Shared	775.31	659.01	40.76	8.83	708.59	116.30	53.68
Family Shared	1033.75	878.68	40.76	8.83	928.27	155.07	71.57
<b>LIFE</b>		11.00					

<b>COBRA</b>	<b>BASE</b>	<b>BUY-UP</b>
Single	647.45	702.94
EE + Child/ren	1133.04	1230.17
EE + Spouse	1456.77	1581.62
Family	1942.35	2108.84

	<b>DENTAL</b>	<b>VISION</b>
Single	32.60	6.66
Family	81.51	17.66

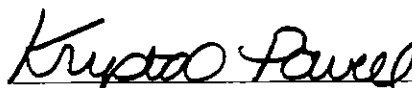
NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2025.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: All Department Heads  
HUB (fka Horan)  
Tammy Whitaker, OMB  
Benefits File

# Resolution

Number 24-1398

Adopted Date October 22, 2024

APPROVING PERSONAL DAY OFF WITH PAY "DAVE'S DAY FOR YOUR LIFE"  
POLICY FOR THE 2025 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR  
COUNTY EMPLOYEES

WHEREAS, this Board provides a voluntary Annual Blood Screening Program to all employees and spouses eligible for coverage under the plan; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2025 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Dave's Day for Your Life" personal day off with pay for each employee that participates in the 2025 Annual Blood Screening Program; and

WHEREAS, the actual policy, outlining the full details of the program, is attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED, to approve the policy for participation in the 2025 "Dave's Day for Your Life".

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR/

cc: OMB (file)  
Benefits file  
T Whitaker, OMB  
S Spencer, OMB



## 2025 "DAVE'S DAY FOR YOUR LIFE"

\_\_\_\_\_ has participated in Warren County's  
Employee Name

Annual Blood Screening on \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature

### Qualifications:

An eligible employee participating in Warren County's "Dave's Day For Your Life" 2025 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled on-site screening day, the employee can request a voucher for screening to be completed at area lab on another date or time but no later than May 31, 2025. New employees hired within the program year may participate in the day off incentive as long as documentation of a comprehensive blood draw is provided no later than October 31, 2025. Documentation verifying that the blood screen was completed must be provided to the Benefits/Risk Manager. The Benefits/Risk Manager will issue the "Dave's Day For Your Life" verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the on-site screening, he/she can submit proper documentation that an equivalent screening was completed to qualify for the personal day off with pay. The documentation must be submitted to the Benefits/Risk Manager. Based on proper documentation the employee will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed, he/she will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager for the number of part-time hours scheduled per day. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

### Usage:

The employee must use the personal day off with pay no later than the ending date of the pay period for the last pay in 2025. There will be no monetary compensation for this time if the employee fails to use their personal day off with pay. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

### Process:

Upon receipt of the "Dave's Day For Your Life" verification form, the employee must submit their form to the payroll contact of their office/department so that the day off can be credited into the payroll system. Once credited, the personal day off with pay will be reflected in the ESS portal and available for use. The department should maintain the request for leave form and "Dave's Day For Your Life" verification form with their payroll records for audit purposes.

Please direct questions to: Tammy Whitaker ext 1324 or Sue Spencer ext 1747.

Saved As: Dave's Day for Life Policy 2025

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1399

Adopted Date October 22, 2024

**APPROVING PERSONAL DAY OFF WITH PAY POLICY FOR THE 2025 "DAY FOR WELLNESS" POINTS PROGRAM**

WHEREAS, in an effort to promote employee wellness, the opportunity for voluntary participation in the annual **POINTS** Program is extended to Warren County employees; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2025 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2025 **POINTS** Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program.

NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2025 **POINTS** Program.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR/

cc: Benefits file  
Sue Spencer, OMB  
Tammy Whitaker, OMB  
All Elected Officials, Agencies and Department Heads  
Horan Associates

## 2025 "DAY FOR WELLNESS" POLICY

### Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County's "2025 POINTS Program" and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2024 POINTS Program will begin January 1, 2025. An employee must earn a total of 250 points throughout the year; January 1, 2025 through December 31, 2025.

Receipt of "Day for Wellness": POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2026. Submitted information will be verified and OMB Benefits will issue the "Day for Wellness" verification to the employee. Your submission will be kept confidential.

Day for Wellness Hours: The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

### Usage:

The employee must use the personal day off with pay **no later than the ending date of the pay period for the last pay in 2026.** There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2026. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

### Process:

Once the employee has departmental approval, the employee will submit the "Day for Wellness" verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and "Day for Wellness" verification form with their payroll records for audit purposes.

Saved as: I/HR 2025 Day for Wellness Policy

# Resolution

Number 24-1400

Adopted Date October 22, 2024

## APPROVING WELLNESS INCENTIVE HSA PROGRAM FOR PROGRAM YEAR 2025

WHEREAS, the Board of County Commissioners approved implementation of the Wellness Incentive Program in 2023; and

WHEREAS, this program offers a \$300 Health Savings Account contribution to each employee and spouse enrolled in the healthcare plan for meeting the requirements of the program.

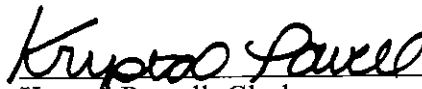
NOW THEREFORE BE IT RESOLVED, to approve the Wellness Incentive Program for Program year 2025; program requirements certification attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR/

cc: Benefits File  
Tammy Whitaker, OMB  
HUB (fka Horan)

## **2025 WELLNESS INCENTIVE PROGRAM**

### ***Incentive:***

- \$300 deposit into your Health Savings Account; additional \$300 for spouse participation (you must have an HSA to receive this deposit)
- Contact OMB at #1559 if you are not eligible for an HSA

### ***To Qualify:***

- You must have a Primary Care Physician (PCP)
- You must receive a comprehensive biometric screening such as the one through CHC Wellbeing or through your PCP (in-network, 100% employer paid)
- You must receive a routine physical from your PCP (in-network, 100% employer paid)
- You must provide certification to OMB from your PCP that you have met these requirements

### ***Program Duration & Receipt of Incentive:***

- January through October
- Completed program: Jan-Mar deposit in Apr; Apr-Jun deposit in Jul; Jul-Oct deposit in Nov

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1401

Adopted Date October 22, 2024

APPROVING REAPPOINTMENTS TO THE BOARD OF TRUSTEES OF THE COMMUNITY AUTHORITY OF UNION VILLAGE

WHEREAS, on March 21, 2017, this Board created the Community Authority of Union Village (the "Authority"), a new community authority organized in accordance with and pursuant to Chapter 349 of the Ohio Revised Code, by adopting Resolution #17-0454; and

WHEREAS, this Board constitutes the "organizational board of commissioners" for the proposed Authority, as that term is defined in Section 349.01(F) of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, this Board shall make appointments to the Board of Trustees of the Authority, pursuant to Resolution #17-0454 and Section 349.04 of the Ohio Revised Code; and

WHEREAS, the term of two citizen members of the Board of Trustees expired on March 28, 2024 and such members have continued to serve as hold-over appointees pursuant to the Authority's bylaws;

NOW THEREFORE BE IT RESOLVED, by the Board of County commissioners of Warren County, Ohio, that:

Section 1. This Board hereby approves the reappointments of the following members to the Community Authority of Union Village Board of Trustees for the terms specified herein:

**Citizen Members**

**Term**

Fred Grimm

two (2) year term to expire on March 28, 2026

Walt Davis

two (2) year term to expire on March 28, 2026

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be full force and effect immediately upon its adoption.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Appointment file  
Appointees  
L. Lander

# Resolution

Number 24-1402

Adopted Date October 22, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, OCTOBER 24, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, October 24, 2024.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor   
Commissioners' file  
Press

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1403

Adopted Date October 22, 2024

APPROVING EMERGENCY REPLACEMENT OF THE EFFLUENT FLOW METER  
LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced an equipment failure of the effluent flow meter at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the replacement is critical and time-sensitive to the wastewater operations as the equipment is used to supply accurate reporting to meet the EPA permit requirements.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002340, with VEGA Americas Inc., in the amount of \$1,727.00 for the procurement of an effluent flow meter located Lower Little Miami Wastewater Treatment Plant.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jad

cc: Auditor  \_\_\_\_\_  
Water/Sewer (file)



# Resolution

Number 24-1404

Adopted Date October 22, 2024

AUTHORIZING THE WARREN COUNTY GRANTS ADMINISTRATION DIRECTOR TO APPLY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SFY 2024 URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio, through its SFY 2025 programs, has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of Commissioners, in Warren County, Ohio; and

WHEREAS, Warren County Transit is presently providing transit service and observing all federal and state rules regarding these programs.

NOW THEREFORE BE IT RESOLVED, that the Warren County Grants Administration Director is hereby authorized to file applications for the SFY 2025 Ohio Elderly and Disabled Transit Fare Assistance Program, the SFY 2024 Urban Transit Program on behalf of the on behalf of the Warren County Transit Service; and

BE IT FURTHER RESOLVED that Warren County Grants Administration Director is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sm

cc: C/A—ODOT  
Transit (file)  
ODOT

## STANDARD STATE ASSURANCES

Pursuant to the Urban Transit Program Criteria for SFY **2025**, the undersigned (**applicant**) hereby assures the Ohio Department of Transportation (ODOT) that:

1. The grant funds will be used to provide all or part of the funding for the eligible project as described in the application.
2. The grant funds will be used for public transportation services provided by the undersigned or a pass-through recipient with its own equipment and facilities or by a project contractor.
3. The (**Metropolitan Planning Organization**) has included or will include the eligible project(s) in the Statewide Transportation Improvement Program and the Transportation Improvement Program for the (**urbanized area**).
4. The (**transit agency**) will provide information required by the (**MPO**) including but not limited to the annual Unified Planning Work Program, Transportation Improvement Program, and the Statewide Transportation Improvement Program,
5. The undersigned will comply with all Federal and State of Ohio laws, rules, executive orders and other legal requirements as they apply to public transportation.
6. The undersigned will submit to ODOT a copy of:
  - a. All planning support documents as requested, including but not limited to a transit development plan, the transit asset management plan, the short-range transit plan, and long-range transit plans at the time they are finalized;
  - d. GRF annual reports for open projects;
  - e. A copy of the most recent final FTA triennial review report with closeout letter; and
  - f. All other information ODOT requests.

By: \*   
(Signature of Authorized Official)

Title President  
(Authorized Official Title)

Date: 10-22-24

The following counter-signature is required for Pass-Through Recipients

Name of Pass-Through Recipient:

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## Transit Agency Information

**Grantee\***

Warren County Commissioners

This is the agency or organization name on the contract.

**DBA - Doing Business As (optional)**

Warren County Transit Service

Use DBA if not the same as the grantee agency.

**Authorizing Official\***

David

First Name

Young

Last Name

**Authorizing Official's Title\***

President, Board of Commissioners

Who is authorized to sign the contract?

**Authorizing Official's Email\***

david.young@co.warren.oh.us

Needed to sign the contract electronically

**Agency Address\***

406 Justice Drive

Address Line 1

Address Line 2

Lebanon

City

Ohio

State



45036

ZIP Code

**State UTP Allocation Amount\***

\$ 85772

**Small Urban Bonus Allocation\***

\$ 198691

Enter 0 if not applicable.

**Total Allocation**

\$ 284463

## Submitter Information

### Submitter of UTP Application\*

Susanne

First Name

Mason

Last Name

### Submitter Email\*

masosu@co.warren.oh.us

### Submitter Phone\*

(513) 695 1210

## Project Description and Cost

### Project Description\*

WCTS seeks funds to operate its demand response service. Our demand has increased, and we are at the point where we will need to start turning away people due to funding restraints. UTP funds will be used to operate our growing service.

### Total Project Cost\*

\$ 568926

### Federal Amount\*

\$ 284463

### Federal Grant Type\*

5307

Example: 5307, 5339

### State (UTP) Amount\*

\$ 284463

### Local Share (if applicable)

\$

### FTA ALI Code\*

300 00

# Project Milestones

Period of performance beginning date\*

Jan 01, 2025



Period of performance ending date\*

Dec 31, 2025



IFB or RFP Date (if applicable)

MM/DD/YYYY



Award Date (if applicable)

MM/DD/YYYY



The date when a contract was executed for the project between the transit agency and the vendor or contractor.

First Vehicle Delivery Date (if applicable)

MM/DD/YYYY



Last Vehicle Delivery Date (if applicable)

MM/DD/YYYY



# STIP/TIP Information

MPO\*

OKI

MPO Contact\*

Andy Resser

PID Number\*

118346

Enter the PID number here and email the STIP Revision Spreadsheet to [ODOT.Transit.STIP-TIP@dot.ohio.gov](mailto:ODOT.Transit.STIP-TIP@dot.ohio.gov) and your MPO. ODOT Transit and your MPO will coordinate on the revision needed after submission. If no PID is assigned or PID is unknown, please contact ODOT.

I am allocating UTP funds for a second project.\*

Yes

No

# Total of All Projects

Total State Amount Applied for UTP\*

\$ 284463

This is the total of all UTP amounts and should equal the allocation.

# Resolution

Number 24-1405

Adopted Date October 22, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH BARRETT PAVING MATERIALS INC., FOR THE FY24 CITY OF FRANKLIN: BRYANT AVE. & JUDY DR. PAVING AND STORM SEWER CDBG PROJECT

WHEREAS, pursuant to Resolution #24-1042, adopted August 13, 2024, this Board entered into a contract with Barrett Paving Materials Inc, for the FY24 City of Franklin: Bryant Ave. & Judy Dr. Paving and Storm CDBG Project; and

WHEREAS, additional curb & gutter is needed to complete the project; and

WHEREAS, pursuant to Resolution 24-1044, the City of Franklin has agreed to reimburse Warren County for said work; and

WHEREAS, a Change Order and Purchase Order are necessary to accommodate said job.

NOW THEREFORE BE IT RESOLVED, to approve Change Order No. 1 to the Contract with Barrett Paving Materials Inc., increasing Purchase Order No. 24002099 by \$94,875 and creating a new Contract and Purchase Order price in the amount of \$368,525, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

sh

cc: Auditor   
C/A—Barrett Paving Materials Inc.  
OGA (file)



Warren County  
Office of Grants Administration  
460 Justice Drive  
Lebanon, OH 45036  
513.695.1210

# CHANGE ORDER

Change Order Number 1 to PO # 24002099

Project Name: FY24 City of Franklin – Bryant & Judy Paving and Storm Sewer CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
825	Additional 825 LF of curb & gutter at \$115/LF To be reimbursed by City of Franklin	\$94,875	
	Sums of the ADDITIONS and REDUCTIONS	\$94,875	

Attachments: Original resolution, Bid sheet

Original PO Amount \$273,650.00

Current contract price adjusted by previous change orders \$ 273,650.00

The Contract price due to this change order will be increased/decreased- by \$94,875

The New PO balance including this change order will be \$ 368,525

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

[Signature] 10/14/24  
City of Franklin Date

\* [Signature] 10-22-24  
Warren County Commissioner Date

[Signature] 10/15/24  
Barrett Paving Date

\* [Signature] 10-22-24  
Warren County Commissioner Date

[Signature] 10.15.24  
Warren County Grants Administration Date

\* [Signature] 10-22-24  
Warren County Commissioner Date

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1406

Adopted Date October 22, 2024

**ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY**

BE IT RESOLVED, to enter into a Classroom Training Agreement with the following company,  
as attached hereto and made part hereof:


Warren County Children Services  
416 S East St  
Lebanon, Ohio 45036

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)



**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 22 day of October 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Children Service, 416 S East St, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.
- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF

Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.

- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the

worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:
  - 1. If supervision provided is deemed inadequate;

2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. This agreement may be modified upon mutual consent of both parties.

T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
<i>SEE COUNTY POLICY</i>	


U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.



IN WITNESS WHEREOF, the parties have executed this Agreement on this 22  
day of October, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

\*  
\_\_\_\_\_  
David G. Young, President



**WORKSITE:**

WC CHILDREN'S SERVICES  
\_\_\_\_\_  
Worksite Name

WAMP Miller  
\_\_\_\_\_  
Signature/Worksite Administrator

10/17/24  
\_\_\_\_\_  
Date

Deputy Director  
\_\_\_\_\_  
Title of Worksite Administrator

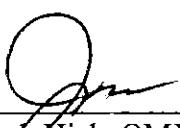
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**OhioMeansJobs Warren County**

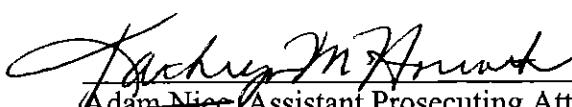
Josh Hisle  
\_\_\_\_\_  
Josh Hisle OMJWC, Deputy Director



10.17.24  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

Kathryn M Horvath  
\_\_\_\_\_  
Adam Niece, Assistant Prosecuting Attorney  
KATHRYN HORVATH



Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: WC CHILDREN'S SERVICES

Address: 416 SOUTH EAST ST. LEBANON OH, 45036

Phone: (513) 695-1000 E-mail \_\_\_\_\_

Agency Administrator: TANYA SEWERS

Contact Person: TANYA SEWERS

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 10-29-27 and continue until on or about 7-1-27. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of \_\_\_ hours per week, normally \_\_\_ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
WCCS	TANYA SEWERS	2	17-24	From: 8:00 To: 5:00	<input checked="" type="checkbox"/> Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 FRONT DESK

Worksite #2 ~~FRONT~~ DATA ENTRY

Worksite #3 SHADOWING

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

     Yes   X   No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

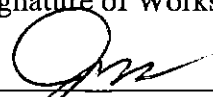
If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

  
Signature of Worksite Administrator/Title

10/17/24  
Date



10.17.24  
Date

Josh Hisle, Deputy Director, OhioMeansJobs Warren County



## Attachment B

### Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18

MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saw, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

## Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

*FIRST OFFENSE- Written reprimand*

**SECOND OFFENSE- Written reprimand, counseling**

**THIRD OFFENSE – Three days suspension**

**FOURTH OFFENSE – Termination**

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

#### GROUP II OFFENSES

*FIRST OFFENSE – Written reprimand, counseling*

**SECOND OFFENSE - Three (3) day suspension WITHOUT PAY**

**THIRD OFFENSE- Termination**

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

#### GROUP III OFFENSES

**FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)**

*SECOND OFFENSE – Termination*

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees

4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 24-1407

Adopted Date October 22, 2024

APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH BUILDING CRAFTS, INC. FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, pursuant to Resolution #22-0658, adopted May 10, 2022, this Board entered into a Contract with Building Crafts, Inc. for the Sycamore Trails Wastewater Treatment Upgrades Project; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract and extend substantial completion due to change order items; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said changes.

NOW THEREFORE IT BE RESOLVED, to approve Change Order No. 2 to the Contract with Building Crafts, Inc. increasing Purchase Order No. 22001686 by \$18,266.14 and creating a new Contract and Purchase Order price in the amount of \$7,210,982.67, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
c/a—Building Crafts, Inc.  
Water/Sewer (file)  
Project File



**Strand Associates, Inc.<sup>®</sup>**  
 629 Washington Street  
 Columbus, IN 47201  
 (P) 812.372.9911  
[www.strand.com](http://www.strand.com)

September 23 2024

**CHANGE ORDER NO. 2**

**PROJECT:** Sycamore Trails Wastewater Treatment Plant Upgrades  
**OWNER:** Warren County Board of Commissioners, Ohio  
**CONTRACT:** 1-2021  
**CONTRACTOR:** Building Crafts, Inc.

**Description of Change**

2a	Add gutter guards to the gutters at the Electrical and Storage Buildings. The gutter guard is 0.032-inch-thick aluminum sheet that is approximately 110 linear feet.	ADD	\$2,564.10
2b	Add four removable guard posts and a wall-mounted aluminum railing of 41 feet. This includes miscellaneous metals, labor, taxes, and subcontract cost needed to construct.	ADD	\$15,702.04
<b>TOTAL VALUE OF THIS CHANGE ORDER:</b>		<b>ADD</b>	<b>\$18,266.14</b>

**Contract Price Adjustment**

Original Contract Price	\$7,149,410.00
Previous Change Order Adjustments	\$43,306.53
Adjustment in Contract Price this Change Order	\$18,266.14
<b>Current Contract Price including this Change Order</b>	<b>\$7,210,982.67</b>

**Contract Substantial Completion Date Adjustment**

Original Contract Substantial Completion Date	June 2, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 days
Contract Substantial Completion Date Adjustments due to this Change Order	144 days
<b>Current Substantial Contract Completion Dates including all Change Orders</b>	<b>October 24, 2024</b>

**Contract Final Completion Date Adjustment**

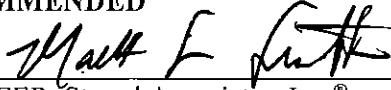
Original Contract Final Completion Date	August 1, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	144 days
<b>Current Final Contract Completion Dates including all Change Orders</b>	<b>December 23, 2024</b>

This document shall become a supplement to the Contract and all provisions will apply here to.

MLS:\vs\strand.com\projects\COLA4600--4699\4640\005\Construction\Change Orders\Change Order No. 2\Change Order No. 2.docx

Warren County Board of Commissioners–Building Crafts, Inc.  
Contract 1-2021, Change Order No. 2  
Page 2  
September 23, 2024

**RECOMMENDED**

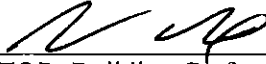


ENGINEER–Strand Associates, Inc.®

9/25/2024

Date

**APPROVED**



CONTRACTOR–Building Crafts, Inc.

10/11/24

Date

**APPROVED**

\*



OWNER–Warren County Board of Commissioners

10-22-24

Date



**BUILDING CRAFTS, INC.**  
Contractors | Engineers

2 Rosewood Drive  
P.O. Box 286  
Wilder, KY 41076

Phone: (859) 781-9500  
Fax: (859) 781-9505

[www.buildingcrafts.com](http://www.buildingcrafts.com)

July 11, 2024

Warren County Water & Sewer Department  
Attn: Kathryn Gilbert  
406 Justice Dr.  
Lebanon, OH 45036

Re: Sycamore Trails WWTP Upgrades  
RFP – Railing, Bollards, Leaf Guards

Dear Ms. Gilbert,

Building Crafts proposes per CPR 004 to install pipe bollards in front of the generator, add 41' of handrail at the Influent Screening Structure, and provide gutter guards on the Electrical and Storage Buildings. The cost to perform this task is \$18,266.14. Please note on the gutter guards we selected the option for the GutterRx aluminum gutter guards, but if the Leaflock Micromesh gutter guards are selected then \$977.50 needs to be added to this change order price.

This is a lump sum proposal that is valid for fifteen (15) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,  
Building Crafts, Inc.

Shane Paxton  
Project Manager

PROJECT:  
DIVISION:

Sycamore Tralls WWTP Upgrades  
Railing, Pipe Bollards. Leaf Guards

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST
	Install Handrail	L	C	12	HR	1	12.0	55.59	667.08
	Install Pipe Bollards	L	C	16	HR	1	16.0	55.59	889.44
		L	O	16	HR	1	16.0	60.74	971.84
	Backhoe for Pipe Bollards	E	410	16	HR	1	0.0	70.89	1,134.24
	Miscellaneous Metals	M				1	0.0	0.00	8,980.00
	Gutter Guard	S					0.0	0.00	2,442.00
				bollard and handrail material					
	SUBTOTAL						44.0		15,084.60
GC-1840	Taxes & Insurance on Labor						35.00% of 2,528		884.93
	Small Tools						5.00% of 2,528		126.42
	SUBTOTAL - DIRECT BCI COST								13,653.94
	SUBTOTAL - SUBCONTRACT COST								2,442.00
	Overhead/Profit on BCI Work						15.00% of 13,654		2,048.09
	Profit on Subcontract						5.00% of 2,442		122.10
	TOTAL INCLUDING BCI O & P								18,266.14





# CO QUOTATION

1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567  
 E-MAIL: ESTIMATING@MOFABINC.COM

DATE: 2/5/24

PRICE IS VALID  
FOR 30 DAYS



ADDENDUMS REVIEWED: N/A

CUSTOMER:	Building Crafts	ESTIMATED BY:	Max W. Hains II
ADDRESS:		PROJECT NAME:	Sycamore Trails WWTP CP#4- Railing and Bollards
CITY, STATE, ZIP:		PROJECT LOCATION:	Lebanon, OH
ATTENTION:	ESTIMATING	QUOTE NUMBER:	20524

ESTIMATED DELIVERY TIME: T.B.D.	F.O.B.: OUR TRUCK - JOBSITE	TERMS: NET 30
---------------------------------	-----------------------------	---------------

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
ONE LOT	MISC. METAL FABRICATIONS PER OUR ATTACHED SCOPE OF WORK AND LIST OF EXCLUSIONS.  FURNISHED AND DELIVERED ONLY, FOR THE SUM OF:		\$ 8,980.00  PLUS TAX IF APPLICABLE
	THANK YOU FOR THE OPPORTUNITY TO QUOTE. IF YOU HAVE ANY QUESTIONS OR NEED FURTHER ASSISTANCE PLEASE DO NOT HESITATE TO CALL.		

			\$ 8,980.00
--	--	--	-------------

THIS IS AN ESTIMATE ONLY, NOT A CONTRACT FOR SERVICES. THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION OF THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE MATERIAL PRICE INCREASES AND/OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS ARISE AFTER THE WORK HAS STARTED.

*Max W. Hains 2*

BY: Max W. Hains II, Estimator

ACCEPTED:

DATE:



1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567

## C.O.- BID SCOPE OF WORK

PROJECT:	Sycamore Trails WWTP		
	CP#4- Railing and Bollards		
LOCATION:	Lebanon, OH		
BID DATE:	2/5/24	TIME:	12:00 AM
ADDENDUMS REVIEWED:	N/A		

QTY.	DESCRIPTION	REF.DWG	QTY.	DESCRIPTION	REF.DWG
41ft	2-Line- Assembled- Anodized- Mech rail as previously supplied				
4	[GALV] Removable Bollards as Previously Supplied				

**NOTE:**

- 1.) STEEL MATERIALS QUOTED AS PRIME PAINTED w/ (1) ONE COAT.
- 2.) STEEL MATERIALS NOTED AS [GALV] QUOTED AS HOT-DIPPED GALVANIZED ONLY, NO PAINT, U.N.O.
- 3.) ALUMINUM & STAINLESS STEEL QUOTED AS MILL-FINISH, U.N.O.

**DELIVERIES**

- ONE - MISC. FABRICATIONS SHIPMENT, FROM MOFAB, INC.
- ONE - \*RAILING SHIPMENT, DIRECT FROM RAILING MFR.  
 \*GRATING & RAILING SHIPMENTS WILL BE MADE VIA  
 CLOSED-TOP BOX TRUCK OR ENCLOSED SEMI TRAILER.

**MOFAB, INC.'S STANDARD EXCLUSIONS**

1. ALLOWANCES, TAXES & RETAINAGE.
2. UNLOADING & INSTALLATION OF MATERIAL
3. SHOP LAYOUT & DRILLING OF HOLES FOR ATTACHMENT OF RAILING & CONC. FORMS
4. PIPE SUPPORTS, HANGERS & BRACKETS.
6. ALL FRP MATERIAL, U.N.O.
7. ACCESS HATCHES & FLOOR DOORS
8. NEOPRENE/TEFLON GASKETS & SEALS
9. EMBED ITEMS IN PRECAST
10. PIPE SLEEVES FOR RAILING
11. EPOXY FOR ANCHORS, GROUT & GROUTING
12. MASONRY ANCHORS OR ATTACHMENT
13. SAFETY RAILING OR CABLE FOR OTHERS
14. EXPANSION JOINT COVERS, NOSINGS & CASTINGS, U.N.O.
15. RAILING, GRATING, & SUPPORTS AT BRIDGES, U.N.O.
16. BOLTS AND/OR ANCHORS NOT SPECIFIC FOR MAT'L SUPPLIED BY MOFAB, INC.
17. TESTING, SURVEYS, ENGINEER'S STAMP AND FIELD MEASURING.

**PROJECT SPECIFIC EXCLUSIONS**

1. ANYTHING NOT SPECIFICALLY IN SCOPE.

ONCE MOFAB, INC. HAS BEEN DETERMINED TO BE THE SUCCESSFUL METALS PROVIDER, WE ASK THAT MOFAB, INC.'S SCOPE OF WORK AND LIST OF EXCLUSIONS BE INCORPORATED INTO ANY CONTRACT OR PURCHASE ORDER DIRECTING US TO PROCEED. WE WILL REQUIRE (1) ONE COMPLETE SET OF CONTRACT DOCUMENTS, SPECIFICATIONS, AND ADDENDUMS AT THE TIME OF PURCHASE.

PLEASE CONTACT US A.S.A.P. IF ANY ADDITIONS/DEDUCTIONS, OR CHANGES NEED TO BE MADE TO THE ABOVE SCOPE.

SINCERELY,

Max W. Hains-2

Max W. Hains-II  
 Estimating  
 MoFab, Inc.  
 cc: File

# GutterGuards DIRECT

## ESTIMATE

**Gutter Guards Direct LLC**  
400 Linden Ave • Ste 102 • Dayton, OH 45403



Date

5/21/24

Phone & Text  
937-660-3646  
www.GutterGuardsDirect.com  
Info@GutterGuardsDirect.com

Quote Valid for 30 Days



Name: SYCAMORE TRAILS WASTE WATER TREATMENT  
Street: 1033 WIND FOREST DR  
City: SPRENGBORO State: OH Zip: 45066  
Day Phone: Home #:  
Mobile #:  
E-mail:

QTY.	DESCRIPTION	PRICE
	GutterRx Aluminum Gutter Protection – 20 Year No Clog Warranty	
	LeafFree Solid Gutter Cover – Lifetime Limited Warranty	8,242.00
	LeafLock Micromesh Gutter Protection – 25 Year No Clog Warranty	
	MasterShield Tri-Copper Gutter Protection – Lifetime No Clog Warranty	3,392.00
	5" Aluminum Gutters & 2"x3" Downspouts	
	6" Aluminum Gutters & 4"x3" Downspouts (40% > water capacity)	

**Services Include:**

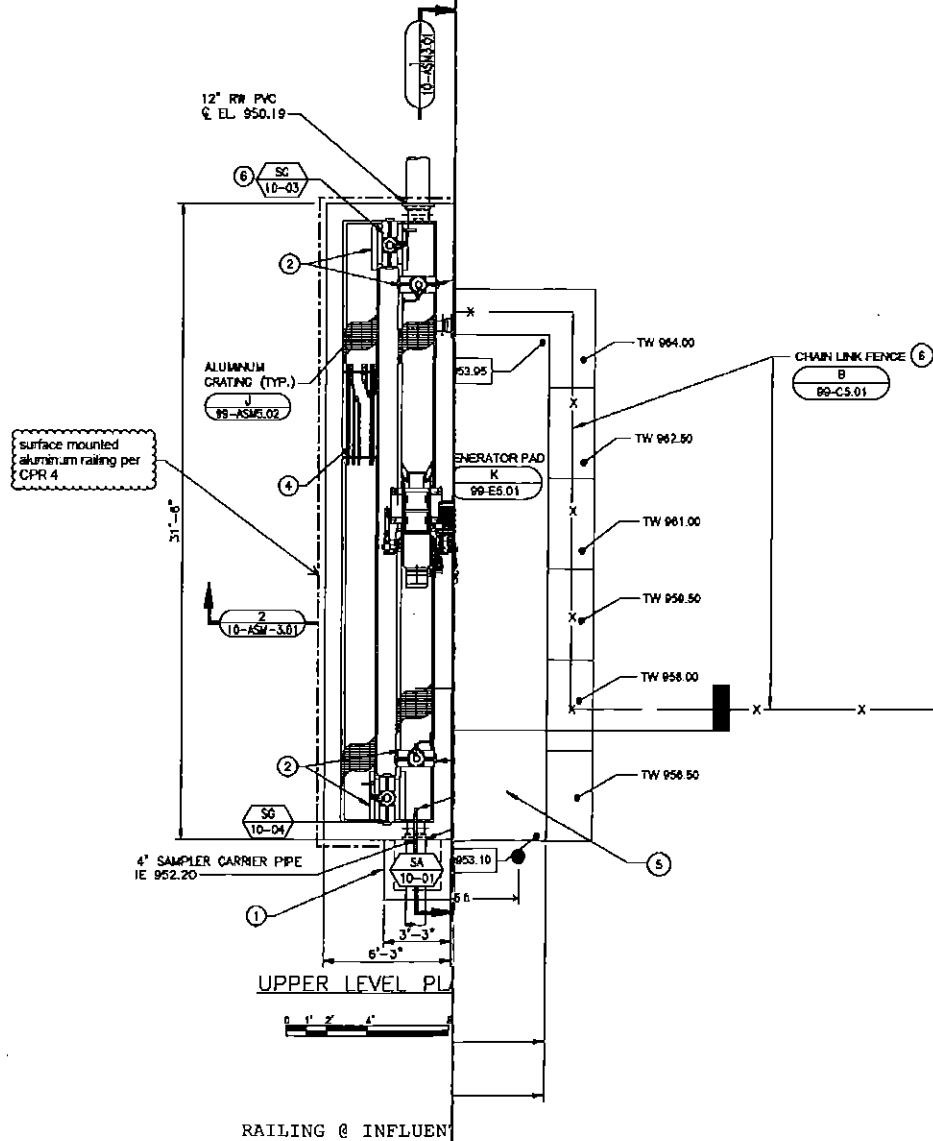
- Gutter Cleaning & Downspout Flush
- Caulk End Caps/Miters; Reset Gutters as Needed
- Manufacturer's No-Clog Warranty
- New Aluminum Gutters include 20-Year Finish Warranty
- Two Year Labor Warranty
- Post Installation Follow-up

SUBTOTAL

SALES TAX

TOTAL

To learn more about the products featured here, visit: [www.GutterGuardsDirect.com](http://www.GutterGuardsDirect.com)



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1408

Adopted Date October 22, 2024

## ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/lkl

cc: Auditor   
Amended Certificate file  
Supplemental App. file  
OMB (file)

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE HEALTH INSURANCE FUND #6632

WHEREAS, the Health Insurance Fund #6632 had underestimated 2024 revenue due to an Operational Transfer.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren County Budget Commission in the amount of \$15,725,460.97 for the Health Insurance fund #6632 and approve the following Supplemental Appropriation:

\$ 1,300,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –


Resolution adopted this 17<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor \_\_\_\_\_  
Amended Certificate file  
Supplemental File  
OMB (file)

*Journal #396*

**Approved By**  
  
**To be Ratified**  
**Date: 10/22/24**

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, October 17th, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Internal Service Fund	Jan. 1st, 2024	Taxes	Other Sources	Total
Health Insurance	\$676,289.97		\$15,049,171.00	\$15,725,460.97
Fund 6632				
<b>TOTAL</b>	\$676,289.97	\$0.00	\$15,049,171.00	\$15,725,460.97

*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 24 17  
 Fund 6632 45999 +1,124,000.00

# Resolution

Number 24-1409

Adopted Date October 22, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/15/24 and 10/17/24 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1410

Adopted Date October 22, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 10, PHASE D, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	24-017 (W/S)
Development	:	Shaker Run Subdivision, Section 10, Phase D
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$7,277.07
Surety Company	:	RLI Insurance Company (CMS0358841)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: Grand Communities, LLC, Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018  
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-017 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase Ten D** (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$72,770.67, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$7,277.07 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. ( 859 ) 491 - 5711

D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. ( 309 ) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Michael Keedy

PRINTED NAME: Michael Keedy

TITLE: President

DATE: 9/20/24

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: Attorney In Fact

DATE: 09/22/2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1410, dated 10-22-24

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]  
PRINTED NAME: David G. Young  
TITLE: President  
DATE: 10-22-24

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

- 1. Name of Developer
- 2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
- 3. Name of subdivision with section number and phase number where applicable
- 4. Name of Township



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0358841

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County, Ohio

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



RLI Insurance Company  
Contractors Bonding and Insurance Company

Eric Raudins Sr. Vice President

State of Ohio

County of Cuyahoga

} SS

### CERTIFICATE

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 22nd day of September, 2024.

By: Jill A. Scott  
Jill A. Scott Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



JILL A. SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

# Resolution

Number 24-1411

Adopted Date October 22, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SECTION TEN, PHASE D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

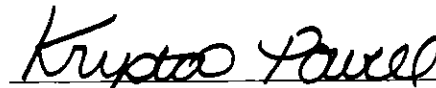
Bond Number	: 24-018 (P/S)
Development	: Shaker Run Section Ten, Phase D
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Amount	: \$79,836.90
Surety Company	: Berkley Insurance Company (0259396)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

24-018(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Shaker Run **Subdivision, Section/Phase** Ten D (3) (hereinafter the "Subdivision") situated in  
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$252,366.40,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$61,413.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$79,836.90 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$50,473.28 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC  
3940 Olympic Blvd, Suite 400  
Erlanger, KY 41018  
Ph. ( 859 ) 491 - 5711

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. ( 203 ) 542 - 3800

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

       **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 10/8/24

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: Attorney In Fact

DATE: 10/04/2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1411, dated 10-22-24

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

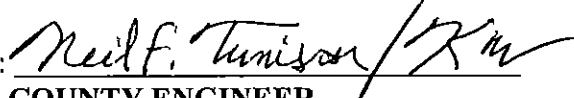
SIGNATURE: \* 

PRINTED NAME: David G Young

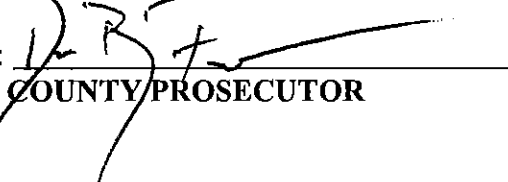
TITLE: President

DATE: 10-22-24

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dustin Stevens

Surety Bond No.: 0259396

Principal: Grand Communities, LLC

Obligee: Warren County Board of County Commissioners

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.

(Seal)



Attest:

By Philip S. Welt  
Philip S. Welt  
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2028

Maria G. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of October, 2024.

(Seal)



Vincent P. Forte  
Vincent P. Forte

# Resolution

Number 24-1412

Adopted Date October 22, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 10, PHASE E, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

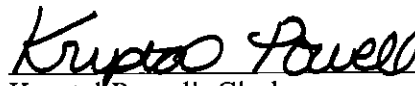
Bond Number	:	24-018 (W/S)
Development	:	Shaker Run Subdivision, Section 10, Phase E
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$3,913.24
Surety Company	:	RLI Insurance Company (CMS0358842)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: Grand Communities, LLC, Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018  
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-018 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase Ten E** (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$39,132.35, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,913.24 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. ( 859 ) 491 \_5711

D. To the Surety:

RLI Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615  
Ph. ( 309 ) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**



17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 9/20/24

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens


TITLE: Attorney In Fact

DATE: 09/22/2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1412, dated 10-22-24.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-22-24

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

- 1. Name of Developer
- 2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
- 3. Name of subdivision with section number and phase number where applicable
- 4. Name of Township

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0358842

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

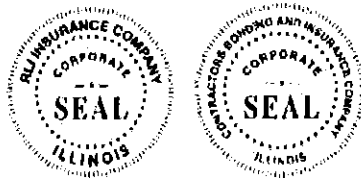
Principal: Grand Communities, LLC

Oblgee: Warren County, Ohio

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
Eric Raudins  
Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

### CERTIFICATE

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 22nd day of September, 2024.

By: Jill A. Scott  
Jill A. Scott Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
By: Jeffrey D. Dick  
Jeffrey D. Dick Corporate Secretary



# Resolution

Number 24-1413

Adopted Date October 22, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SECTION TEN, PHASE E SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	24-019 (P/S)
Development	:	Shaker Run Section Ten, Phase E
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$53,704.30
Surety Company	:	RLI Insurance Company (CMS0358840)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

24-019(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase Ten E** (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$127,232.40, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$41,311.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$53,704.30 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$25,446.48 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859 ) 491 - 5711



D. To the Surety:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Michael Kady

PRINTED NAME: Michael Kady

TITLE: President

DATE: 9/20/24

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: Attorney In Fact

DATE: 09/22/2024

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1413, dated 10-22-24

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* 

PRINTED NAME: David G. Young

TITLE: President

DATE: 10-22-24

RECOMMENDED BY:

By:   
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. CMS0358840

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County, Ohio

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys In Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

Eric Raudins  
Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

### CERTIFICATE

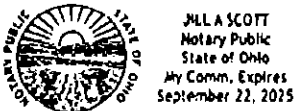
On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 22nd day of September, 2024.

By: Jill A. Scott  
Jill A. Scott Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 24-1414

Adopted Date October 22, 2024

## APPROVING VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Shaker Run Section 10D Final Plat – Turtlecreek Township
- Shaker Run Section 10E Final Plat – Turtlecreek Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Plat File  
RPC

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1415

Adopted Date October 22, 2024

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the third and fourth monthly disbursement of their mandated share for SFY 2025 be transferred into the Human Services Public Assistance Fund #2203.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$34,542.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

Number 24-1416

Adopted Date October 22, 2024

APPROVING OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580 & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of September 2024:

\$ 50,654.83	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 6,285.66	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 58,460.76	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 4,352.15	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

JS/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 24-1417

Adopted Date October 22, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO DOG AND KENNEL FUND  
#2206

BE IT RESOLVED, to approve the following supplemental appropriation:

\$9,660.00 into #22062700-5820 (Health & Life Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Dog & Kennel (file)



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1418

Adopted Date October 22, 2024

**APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS  
COMMUNITY CORRECTIONS FUND #2227**

BE IT RESOLVED, to approve the following supplemental appropriations:


\$ 95,000.00 into BUDGET-BUDGET #22271220-5400 (Purchased Services)  
\$ 30,000.00 into BUDGET-BUDGET #22271220-5910 (Other Expenses)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

# Resolution

Number 24-1419

Adopted Date October 22, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following supplemental appropriation:

\$530,000.00 into #22735100-5447 (Child Placement Specialized)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

cc: Auditor  \_\_\_\_\_  
Supplemental App. file  
Children Services (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1420

Adopted Date October 22, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustments to process vacation and sick leave payouts for former employees of Children Services, Shawna Jones and Tara Koger:

\$8,125.00 from #22735100-5102 (Regular Salaries)  
into #22735100-5881 (Sick Leave Payout)

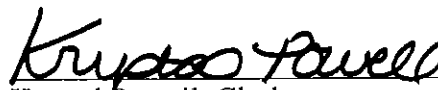
\$21,000.00 from #22735100-5102 (Regular Salaries)  
into #22735100-5882 (Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1421

Adopted Date October 22, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE AUDITOR'S FUND  
#11011120

BE IT RESOLVED, to approve the following appropriation adjustments:


\$9,000.00	from	# 11011120-5400	(Purchased Service)
\$7,000.00	into	# 11011120-5114	(Overtime Pay)
\$2,000.00	into	# 11011120-5317	(Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor (file)   
Appropriation Adj. file

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1422

Adopted Date October 22, 2024

**APPROVING APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS  
FUND #11011300**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,500.00	from	#11011300-5317	(Non-Capital Purchase)
	into	#11011300-5400	(Purchased Services)
\$ 1,500.00	from	#11011300-5922	(Taxable Meal Fringe)
	into	#11011300-5910	(Other Expense)
\$40,000.00	from	#11011300-5111	(Part Time Employees)
	into	#11011300-5102	(Regular Salaries)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1423

Adopted Date October 22, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustments:

\$9,000.00	from	#11012100-5102	(Regular Salaries)
	into	#11012100-5320	(Capital Purchase)
\$7,000.00	from	#11012100-5210	(Materials & Supplies)
	into	#11012100-5320	(Capital Purchase)
\$2,000.00	from	#11012100-5811	(PERS)
	into	#11012100-5320	(Capital Purchase)
\$4,000.00	from	#11012100-5910	(Other Expenses)
	into	#11012100-5320	(Capital Purchase)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adjustment file  
Coroner (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1424

Adopted Date October 22, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
#11012210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000.00	from	#11012210-5400	(Shrf Det Purchased Services)
	into	#11012210-5370	(Software Non Data Board)
\$ 500.00	from	#11012210-5400	(Shrf Det Purchased Services)
	into	#11012210-5922	(Taxable Meal Fringe)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)

# Resolution

Number 24-1425

Adopted Date October 22, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN DOG AND KENNEL FUND  
#2206

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,000.00	from #22062700-5421	(Rent or Lease)
	into #22062700-5114	(Overtime Pay)
\$2,100.00	from #22062700-5400	(Purchased Services)
	into #22062700-5102	(Regular Salaries)
\$3,200.00	from #22062700-5783	(Humane Society.)
	into #22062700-5811	(PERS)
\$1,050.00	from #22062700-5910	(Other Expense)
	into #22062700-5820	(Health & Life Insurance)
\$ 300.00	from #22062700-5830	(Workers Compensation.)
	into #22062700-5871	(Medicare)
\$ 478.00	from #22062700-5421	(Rent or Lease)
	into #22062700-5820	(Health & Life Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adj. File  
Dog & Kennel (file)



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1426

Adopted Date October 22, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE  
INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,255.00      from    #22385800-5400      (Purchased Services)  
                 into    #22385800-5460      (Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adjustment file  
Workforce Investment Board (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

24-1427

October 22, 2024

Number \_\_\_\_\_

Adopted Date \_\_\_\_\_

APPROVING APPROPRIATION ADJUSTMENTS WITHIN OHIOMEANSJOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund #2254:

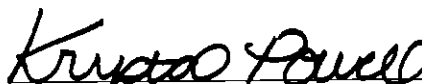
\$ 5,000.00	from	#22545800-5318	(Data Bd Approv Non Cap)
\$10,000.00	from	#22545800-5400	(Purchased Services)
\$ 3,000.00	from	#22545800-5430	(Utilities - General)
\$ 5,000.00	from	#22545800-5663	(Classroom Training - Adult)
\$ 3,000.00	from	#22545800-5850	(Training & Education)
\$ 5,000.00	from	#22545800-5882	(Vacation Leave Payout)
\$30,000.00	into	#22545800-5102	(Regular Salaries)
\$ 1,000.00	into	#22545800-5820	(Health & Life Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor    
Appropriation Adjustment file  
OhioMeansJobs (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1428

Adopted Date October 22, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SOLID WASTE  
MANAGEMENT DISTRICT FUND #2256

BE IT RESOLVED, to approve the following appropriation adjustment:

\$300.00      from    22564410-5850      (Training/Education)  
                 into    22564410-5910      (Other Expense)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sh

cc: Auditor   
Appropriation Adj. file  
Solid Waste (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1429

Adopted Date October 22, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILD SUPPORT  
ENFORCEMENT AGENCY FUND #2263

BE IT RESOLVED, to approve the following appropriation adjustment:

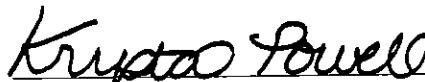
\$1,100.00    from    #22635500-5317    (Non-Capital Purchase)  
                  into    #22635500-5318    (Data Board Approval, Non Cap)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adj. file  
CSEA (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1430

Adopted Date October 22, 2024

**APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273**

BE IT RESOLVED, to approve the following appropriation adjustments:

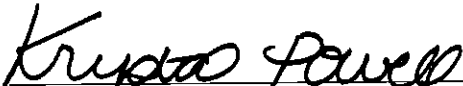
\$ 4,200.00	from #22735100-5102	(Regular Salaries)
	into #22735100-5114	(Overtime Pay)
\$12,000.00	from #22725100-5102	(Regular Salaries)
	into #22735100-5317	(Non-Capital Purchases)
\$49,999.90	from #22735100-5102	(Regular Salaries)
	into #22735100-5447	(Child Placement Specialized)
\$24,911.77	from #22735100-5811	(PERS)
	into #22735100-5447	(Child Placement Specialized)
\$71,571.03	from #22735100-5820	(Health & Life Insurance)
	into #22735100-5447	(Child Placement Specialized)
\$ 4,485.73	from #22735100-5871	(Medicare)
	into #22735100-5447	(Child Placement Specialized)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

cc: Auditor  \_\_\_\_\_  
Appropriation Adj. file  
Children Services (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1431

Adopted Date October 22, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND #5580

WHEREAS, the Water and Sewer Department incurs vacation payout due to termination or retirement of employees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,000.00 from #55803300-5998 (Reserve/Contingency)  
into #55803300-5882 (Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

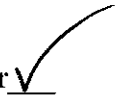
Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-1432

Adopted Date October 22, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize  
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.  
Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:  
Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	YATES ENGINEERING SERVICES LLC	DESIGN FOR FIBER OPTIC	\$ 7,078.00 *capital purchase/ RFQ
TEL	CDW LLC	CDW BLACK BOX VIDEO TRANSM	\$ 11,497.45 *capital purchase/ state contract

## PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC.	SYCAMORE TRAILS WWTP UPGRADES	\$ 94,875.00 *increase
GRA	BARRETT PAVING MATERIALS	FY24 FRANKLIN CDBG PROJECT	\$ 18,266.14 *increase

10/22/24 APPROVED BY:



---

Martin Russell, County Administrator



# Resolution

Number 24-1433

Adopted Date October 22, 2024

## ENTERING INTO A CONSULTING AGREEMENT WITH THE SAMARITAN FUND PROGRAM EFFECTIVE JANUARY 1, 2025

WHEREAS, the Samaritan Fund Program provides educational assistance to include personal guidance on individual insurance market alternatives and advice regarding potential financial assistance through various charities and foundations to cover out-of-pocket expenses associated with individual market coverage; and

WHEREAS, it is the desire of the Warren County Board of Commissioners to authorize implementation of the Samaritan Fund Program to provide educational assistance to covered participants under the Warren County group medical plan that voluntarily elect to participate in the program.

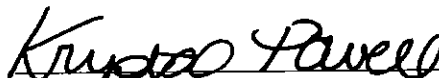
NOW THEREFORE BE IT RESOLVED, to enter into a consulting agreement with the Samaritan Fund Program (SFP) effective January 1, 2025 authorizing SFP to provide educational assistance to plan participants that voluntarily elect assistance relative to individual insurance market alternatives and potential financial assistance through various charities and foundations to cover out-of-pocket expenses associated with individual market coverage; copy of agreement attached here to and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

  
Krystal Powell, Clerk

HR/

cc: c/a—Samaritan Fund Program  
HUB  
Benefits File  
Tammy Whitaker, OMB



## CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into on October 22, 2024 (the "Effective Date") by and between Samaritan Fund Program, LLC ("SFP") and Warren County ("Employer").

### RECITALS

SFP has developed and presently operates the Samaritan Fund Program (the "Program"), which provides professional services as further described in Section 1 hereof. Employer sponsors a group medical plan and desires to engage SFP to operate the Program in conjunction with Employer's group medical plan, on the terms and conditions set forth below.

#### 1. CONSULTING SERVICES

1.1 SFP shall provide educational assistance to covered participants (including COBRA qualified beneficiaries) under Employer's group medical plan. Such assistance shall include personalized guidance on individual insurance market alternatives to Employer's group plan coverage, as well as advice regarding potential financial assistance available through various charities and foundations to cover out-of-pocket expenses associated with individual market coverage.

1.2 SFP shall implement the Program for Employer's employees, COBRA qualified beneficiaries, and their dependents that elect to voluntarily participate in the Program (any individuals that participate in the Program referred to as "Program Participants"). Such implementation services shall include coordinating individual market coverage and financial assistance for eligible individuals, as well as accepting and holding monetary amounts from third parties for the benefit of Program Participants. SFP may also provide use of an electronic debit card for Program Participants to utilize for payment of out-of-pocket expenditures.

1.3 SFP shall administer the Program on an ongoing basis until the Program is terminated in accordance with this Agreement. Such services may include updating the Employer or Program Participants regarding engagement and usage and determining re-qualification standards for Program participants.

1.4 In performing its duties and obligations under this Agreement, SFP is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, trustee, insurer, underwriter, or guarantor of any employee benefit plan sponsored or maintained by Employer, nor shall SFP be considered an insurer or guarantor of any benefits provided under any employee benefit plan or any individual policy of insurance. SFP shall be entitled to rely upon, and shall not be liable for any actions taken in reliance upon any information provided by, and any oral or written representations of, Employer or any agent or employee of Employer.

#### 2. USE OF CONFIDENTIAL MEDICAL INFORMATION

2.1 Employer may provide SFP with medical data and other personal medical information which shall be necessary or advisable for SFP to perform the consulting services described in this Agreement. Employer and SFP will use best efforts to ensure that any information exchanged between the parties is not protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability

Act ("HIPAA"). In order to facilitate the exchange of information between the Employer and SFP, each Program Participant shall execute an authorization in form and substance similar to the attached. All information exchanged between Employer and SFP is confidential, and neither SFP nor Employer shall disclose such information to any third parties without the express written consent of SFP, Employer, and any Program Participant unless in SFP's judgment such disclosure is reasonably necessary for purposes of administering the Program or is required to be disclosed by law.

2.2 If and to the extent SFP requires disclosures from medical providers in order to facilitate and operate the Program, SFP shall require the medical provider to execute a HIPAA-compliant Business Associate Agreement with SFP prior to the exchange of information.

2.3 In SFP's discretion, SFP may require an Employer to execute a HIPAA-compliant Business Associate Agreement prior to receiving information relating to a Program Participant.

### **3. FEES AND COMPENSATION**

3.1 In exchange for the services described in this Agreement, Employer shall pay SFP a services fee as set forth on Exhibit A based on the number of participants who participate in the Program during year that Employer sponsors its group medical plan and participates in the Program (the "Plan Year"). Such fee is not a contribution to or portion of any benefits offered under the Program and specifically does not represent any portion of any premium for any medical coverage made available under the Program. Employer shall pay to SFP the services fee at such time or time(s) as Program Participants become eligible for the Program, with the express understanding that most or all of such fee shall become due and owing after the annual open enrollment period under the Employer's group medical plan. SFP shall invoice Employer within a reasonable time as and when participants become eligible to participate in the Program. The services fee represents payment for SFP's services and Employer's use of the Program for a particular Plan Year. Each successive Plan Year shall require payment of an additional services fee from the Employer to SFP.

### **4. EMPLOYER'S OBLIGATIONS AND RESPONSIBILITIES**

4.1 In providing any information concerning the Program to its employees, and in providing any information to SFP, Employer is only disclosing the terms and conditions of the Program and providing information reasonably necessary for SFP's administration of the Program. Employer shall not endorse the Program and specifically is not establishing or maintaining an employee benefit plan as a result of its participation in the Program. Employer will not pay any portion of the premiums for any medical insurance provided under the Program and will not receive any compensation from SFP, the Program, any insurance policy, or any agent or representative of any of the foregoing as a result of disclosing the Program or as a result of any individual's participation in the Program. Employer shall bear sole and exclusive responsibility for any claims, liabilities, or damages resulting from inaccurate information regarding the Program being provided by the Employer to its employees.

4.2 Participation in the Program by any of Employer's employees, COBRA qualified beneficiaries, and their dependents is completely voluntary. Employer acknowledges and agrees that it will not coerce or convince any individual to participate in the Program and will not dissuade, or otherwise influence any individual to refrain from participating in Employer's group medical plan. Any responsibility for claims, liabilities, or damages resulting from allegations that Employer took the foregoing actions shall be the sole liability of Employer.

4.3 Employer agrees and represents that all communications that Employer and its agents and employees make regarding the Program shall be undertaken without consideration or basis of an individual's adverse health conditions.

4.4 If the Employer agrees to execute a Nondisclosure Agreement, it shall remain in full force and effect from the Effective Date and at all times after the termination of this Agreement (the "Nondisclosure Agreement").

## 5. TERM AND TERMINATION

5.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year. Thereafter, the term of this Agreement will automatically renew for an additional one-year period unless and until either party gives notice to the other, not less than 30 days prior to the end of the then current term, of its intent not to renew this Agreement. This Agreement may also be terminated as provided below. If this Agreement terminates for any reason, SFP will continue to be owed any unpaid fees by Employer for the Plan Year in which the termination of this Agreement occurs.

5.2 If either party breaches any material provision of this Agreement, the non-breaching party shall have the right to terminate this Agreement on 30 days prior written notice to the breaching party, provided that the breach has not been cured by the allegedly breaching party (or the breaching party has not taken reasonable steps to cure the breach) within such 30-day period. No termination shall affect any rights of either party to collect damages or assert any other remedy for breach of this Agreement.

5.3 Either party may terminate the Agreement upon written notice to the other party if the other party shall be adjudicated bankrupt or insolvent or otherwise institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction; or if any such proceeding shall be instituted (by petition, application or otherwise) against the other party concerning the foregoing. Either party may further terminate the Agreement if the other party admits in writing its inability to pay its debts as they mature, or makes any assignment for the benefit of its creditors; or if the other party shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or if a debt of the other party shall continue undischarged for a period of 30 days.

5.4 This Agreement shall automatically terminate if (i) none of Employer's employees, COBRA qualified beneficiaries, or their dependents are enrolled in the Program; (ii) SFP decides to terminate the Program with respect to all participating Employers, or (iii) Employer terminates its group medical plan.

5.5 SFP may terminate this Agreement in SFP's discretion without prior notice if Employer does not pay any undisputed fees within 30 days of the date reflected on the applicable SFP invoice. Employer may dispute any fee within 14 days of receipt of the SFP invoice. For any fee in dispute, the parties shall have 30 days from notice of the dispute to resolve said dispute. If any fee remains in dispute after 30 days, SFP may terminate this Agreement in its discretion.

5.6 Termination of this Agreement shall not have any effect on Employer's confidentiality obligations under the Nondisclosure Agreement.

5.7 In the event the Agreement terminates in the middle of a Plan Year, SFP shall continue to administer and operate the Program through the end of the applicable Plan Year, but no additional participants shall be eligible to be added to the Program after termination.

5.8 Each Party agrees to return to the other party either before or immediately upon the termination of this Agreement any and all written information, materials or equipment which constitutes, contains or relates in any way to proprietary or confidential information of the disclosing party, and any other documents, equipment and materials of any kind relating in any way to the business of the disclosing party which are or may be in its possession, custody and control and which are or may be the property of the disclosing party whether or not confidential. For any information that is in electronic form that is required to be returned pursuant to the foregoing paragraph, the parties agree to delete and permanently destroy all copies

of any electronic information disclosed and shall communicate and verify in writing that all such information has been deleted and destroyed.

## 6. SFP REPRESENTATIONS AND OBLIGATIONS

6.1 SFP has obtained independent advice regarding the Program's compliance with relevant laws, including the Employee Retirement Income Security Act ("ERISA"), HIPAA, relevant provisions of the Internal Revenue Code, the Medicare Secondary Payor Act, the Affordable Care Act, and the Age Discrimination in Employment Act. SFP agrees to administer and operate the Program in a manner such that the Program is compliant with, or otherwise exempt from, the foregoing laws. SFP represents that the Program is not intended to be an "employee welfare benefit plan" under ERISA and further represents that SFP will operate the Program in a manner that the Program is exempt from ERISA. Neither the Program nor this Agreement is intended to establish, supplement, or amend any employee benefit plan, including any employee benefit plan sponsored, maintained, or contributed to by Employer or SFP.

6.2 SFP shall hold any financial assistance provided by third party payors (*i.e.* charities and foundations) in a separate segregated bank account, for the sole benefit of Program Participants as directed by such third party payors and consistent with the Program.

6.3 To the extent SFP is in possession of PHI, SFP shall treat PHI in accordance with the rules and limitations provided for under HIPAA and in accordance with applicable authorizations from Program Participants.

## 7. MISCELLANEOUS

7.1 Notices. Any notice under this Agreement shall be given by personal delivery, overnight carrier or by mail, registered or certified, or postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement. Notices may also be delivered via electronic mail at the e-mail addresses on the signature page of this Agreement, read receipt requested.

7.2 Waiver and Amendment. This Agreement may be modified, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio (notwithstanding any conflict-of-laws doctrines under Ohio law).

7.4 No Other Beneficiaries. This Agreement is being made and entered into solely for the benefit of the parties hereto, and neither party intends to create any rights in favor of any other person as a third-party beneficiary of this Agreement or otherwise.

7.5 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

7.6 Successors: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party.

7.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures had been on one document.

7.8 Liability For Damages. UNDER NO CIRCUMSTANCES UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE IMPLEMENTATION OF THE PROGRAM OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FINANCIAL IMPACT OF THE PROGRAM ON EMPLOYER OR SFP, INCLUDING ANY WARRANTY OR REPRESENTATION CONCERNING THE PROGRAM.

7.9 Indemnity. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

7.10 No Legal Advice. SFP makes no representations regarding the legality of the Program and does not offer legal advice regarding Employer's participation in the Program. Employer agrees to consult with, and rely on, its own attorney with respect to any legal issues relating to the development, implementation, or operation of the Program.

7.11 Cooperation. SFP agrees that it will provide reasonable cooperation and assistance to the Employer in the event of any court action, governmental investigation, arbitration, mediation, or other legal, equitable, or business matters or proceedings which involve the Program. Such cooperation and assistance may include, but is not limited to, meetings and conferences deemed necessary in preparation for the defense or prosecution of any such matters or proceedings as well as the provision of testimony under legal oath related to such matters or proceedings.

## **8. DISPUTE RESOLUTION AND FORUM SELECTION.**

(a) The parties hereby express their mutual agreement on the manner in which any disputes relating to or arising under the terms or performance of this Agreement or the breach of the Agreement shall be resolved.

(b) Should such a dispute arise and the dispute cannot be settled through direct discussions, the party seeking to resolve the dispute shall notify the other party of the dispute and of its proposed resolution, in writing, and shall offer the other party ten (10) business days within which to respond in writing, as to its willingness to address and cure the issue(s) over which the dispute arose.

The Parties have executed this Agreement effective as of the date noted above.

Samaritan Fund Program LLC  
3121 21<sup>st</sup> Street

Metairie, LA 70002

By:  \_\_\_\_\_

Brett Morris, CEO

Email Address: [bmorris@samaritanfundprogram.com](mailto:bmorris@samaritanfundprogram.com)

Employer Address: \_\_\_\_\_

406 Justice Drive \_\_\_\_\_

Lebanon, OH 45036 \_\_\_\_\_

By:  \_\_\_\_\_

Print Name & Title: *David G. Young, President*

Email Address: *david.young@co.warren.oh.us*

**EXHIBIT A**  
**COMPENSATION**

SFP's fee for services under this Agreement shall be:

- Calculated on an annualized basis and invoiced as and when Program Participants become eligible to participate in the Program. Any and all fees earned become due and owing at the time approval to move forward with a qualified applicant is received in writing either directly from Employer or through Employer's insurance broker/ agent.
- \$55,000 annually for each participating individual, plus an additional \$15,000 for every additional family member of such participating individual, up to a maximum of \$100,000 for each family unit.
- For current Program Participants that drop out of benefits eligibility during the pendency of this Agreement who would have otherwise be eligible for COBRA if they had been on the Employer's group medical plan, the fee will automatically renew for the duration of what would have been the COBRA eligibility period, unless the Program Participant becomes eligible for another group medical plan as an employee elsewhere. This period is typically 18 months but could be 29 months if the participant qualifies for Social Security Disability COBRA extension.



**EXHIBIT B**

**AUTHORIZATION TO DISCLOSE HEALTH INFORMATION**

Applicant First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Employer: \_\_\_\_\_ Employee Name (if different): \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ County: \_\_\_\_\_  
Do you have Medicare?  Yes  No Diagnosis: \_\_\_\_\_

- 1) I authorize the use and/or disclosure of the above-named individual's health information described below.
- 2) The following individual or organization is authorized to make the disclosure:

\_\_\_\_\_

- 3) A true and complete copy of all medical records including, but not limited to, all emergency room records, in-patient records, out-patient records, medical reports, narratives, history and physical reports, discharge summaries, x-ray reports, x-ray and imaging study films, diagnostic test results and reports, laboratory test results and reports, medication administration records, billing records and invoices concerning treatment and/or care of said patient, operative reports, pathology reports and records, cytology reports and records, doctors' notes, nurses' notes, consultants' reports, consent forms; any attachments to the jackets containing the medical records of said Patient; a copy of any information related in any way to the Patient which you have transmitted to any company, public or private agency, or person; any other documents in your possession relating to examinations, hospital admissions, and diagnostic testing.
- 4) I understand that the information in my health record may contain information relating to sexually transmitted disease, and/or information about behavioral or mental health services, and treatment for alcohol and drug abuse.
- 5) This information may be disclosed to and used by Samaritan Fund Program.
- 6) I understand I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to the Samaritan Fund Program. I understand that revocation will not apply to information that has already been released in response to this authorization. I understand that the revocation will not apply to my insurance company, when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire upon the acceptance or denial of acceptance into the Samaritan Fund Program.
- 7) I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form as a condition to enrollment or eligibility for benefits. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 164.524.
- 8) I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules.
- 9) A photostatic copy of this authorization shall serve in its stead.

I, \_\_\_\_\_, declare under penalty of perjury that all statements contained in this request and any accompanying documents are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**\*\*Please submit completed form to: service@samaritanfundprogram.com\*\***